

SEP 11 1973 - 930 AM

BIRMINGHAM TRUST NATIONAL BANK

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT TO CHATTEL MORTGAGE - SECURITY AGREEMENT

First Supplement dated as of September 11, 1973, from BIRMINGHAM TRUST NATIONAL BANK, a United States banking corporation (the "Company"), having its principal office at 112 North 20th Street, Birmingham, Alabama 35290, party of the first part, to THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as TRUSTEE (the "Mortgagee"), whose address is 1500 Chestnut Street, Philadelphia, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered that certain Chattel Mortgage Trust Deed, Assignment of Rents and Security Agreement dated as of January 2, 1973 (the "Original Mortgage") to the Mortgagee as security for the payment in full of all principal of and interest on the 8 1/4% Notes of the Company not exceeding \$2,210,000.000 in aggregate principal amount (being hereinafter sometimes referred to as the "Notes") issued or to be issued and outstanding under that certain Loan Agreement dated as of January 2, 1973 (the "Loan Agreement"), between the Company and the Dollar Savings Bank and General American Life Insurance Company;

WHEREAS, the Original Mortgage was recorded in the Office of the Secretary of the Interstate Commerce Commission on January 29, 1973 and has been assigned Recordation No. 6879; and

WHEREAS, 8 1/4% Notes of the Company in the aggregate original principal amount of \$1,283,287.50 have been issued and are presently outstanding under the Note Agreement and the Original Mortgage; and

WHEREAS, the Company has covenanted and agreed that prior to or concurrently with the issuance of Notes on each subsequent Closing Date provided for by the Loan Agreement the Company will execute, acknowledge and deliver a supplement to the Original Mortgage specifically describing as part of the mortgaged property the railroad cars which were financed on the original closing and are being financed through the issuance of Notes on such subsequent Closing Date and confirming the mortgage thereof as security for all Notes issued or to be issued under the Loan Agreement; and

WHEREAS, all requirements of law and by-laws and articles of incorporation of the Company have been fully complied with and all other acts and things necessary to make this Supplement a valid, binding and legal instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, the Company in consideration of the premises and of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration the receipt whereof is hereby

acknowledged, and in order to secure equally and ratably the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the payment of all other indebtedness described in the Original Mortgage and the performance and observance of all the covenants and conditions contained in the Notes, the Original Mortgage and the Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed provided to be performed or observed by the Company, the Company does hereby grant, bargain, sell, convey, warrant, mortgage, pledge and hypothecate unto the Mortgagee and its assigns forever, and grant a security interest in, all and singular the following described properties, rights, interests and privileges, that is to say:

DIVISION I

The railroad cars described in and bearing the numbers listed in Schedule I and II attached hereto and made a part hereof, being some of the railroad cars leased and delivered to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee") under that certain Lease Agreement dated as of January 2, 1973 (the "Lease") between the Company, as Lessor, and the Lessee; and

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the property hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said property, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to (a) the right and the interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the property described in the Original Mortgage and in this Supplement, and all other property mortgaged under the Original Mortgage unto the Mortgagee and its assigns forever for the uses and purposes in the Original Mortgage set forth.

The Company hereby covenants, warrants and agrees that it is lawfully seized and possessed of the railroad cars described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage said railroad cars to the Trustee for the uses and purposes herein set forth, and the railroad cars described in said Division I are owned by the Company free and clear of any and all liens and encumbrances (excepting only the lien of current ad valorem taxes not in default and the right, title and interest of the Lessee under the Lease), and that the Company will warrant and defend the title to the railroad cars against all claims and demands whatsoever (excepting only the right and the interest of the Lessee under the Lease).

The Company further covenants and agrees to perform and observe duly and punctually all of the covenants and

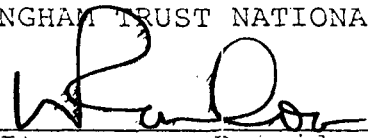
agreements contained in the Original Mortgage, all such covenants and agreements being hereby ratified, approved and confirmed.

This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Company shall be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, Birmingham Trust National Bank has caused this Supplement to be executed on its behalf by its ~~Executive Vice President~~ President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day and year above written.

BIRMINGHAM TRUST NATIONAL BANK

By 
Its President
Executive Vice

(corporate seal)

Attest:


Its Secretary

STATE OF ALABAMA

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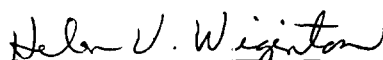
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COUNTY OF

Jefferson

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On this 11th day of September, 1973, before me personally appeared W. Ralph Cook, to me personally known who being by me duly sworn, says that he is Executive Vice President of Birmingham Trust National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(Affix Notarial Seal)

My commission expires: **MY COMMISSION EXPIRES MAY 17, 1977.**

SCHEDULE I

REBUILT BOX CAR NUMBERS

<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>
31110	33070	37619	33090	37583	33110	36075	33130
31562	33071	36165	33091	36222	33111	25726	33131
31050	33072	37548	33092	31045	33112	26118	33132
31112	33073	38086	33093	24920	33113	25891	33133
36231	33074	36489	33094	24842	33114	37200	33134
36414	33075	36638	33095	24674	33115	24170	33135
37488	33076	31542	33096	24297	33116	36942	33136
36870	33077	36546	33097	24227	33117	24938	33137
23981	33078	36668	33098	24238	33118	31391	33138
31502	33079	37148	33099	24381	33119	26293	33139
24024	33080	36268	33100	24740	33120	25428	33140
36950	33081	37506	33101	24363	33121	25967	33141
37581	33082	36831	33102	37132	33122	31541	33142
36733	33083	37063	33103	31505	33123	25943	33143
37363	33084	36940	33104	31118	33124	37013	33144
37300	33085	37614	33105	36477	33125	26531	33145
37060	33086	31669	33106	36594	33126	31383	33146
31008	33087	36192	33107	36976	33127	36451	33147
37191	33088	36320	33108	36948	33128	36846	33148
37078	33089	36529	33109	25279	33129	26081	33149
36252	33150	25099	33159	37251	33168	36213	33177
36541	33151	31664	33344	25414	33348	25940	33178
36622	33152	36732	33160	36820	33169	36693	33179
36839	33153	36764	33161	37514	33170	31552	33352
36073	33340	26179	33162	31385	33171	37541	33180
36699	33154	37114	33345	37632	33349	36723	33181
37565	33341	37400	33163	36977	33172	37710	33182
36245	33155	36114	33346	36356	33173	36568	33353
31398	33156	25884	33164	36532	33174	31253	33183
36774	33157	25781	33165	31349	33350	36387	33354
31104	33342	25571	33166	36257	33175	31517	33184
25839	33158	26374	33347	31446	33176		
37111	33343	36747	33167	37461	33351		
37166	33185	37510	33196	36625	33206	37305	33217
37038	33186	37554	33359	37182	33207	26923	33368
37087	33355	36960	33197	36490	33364	28369	33218
24470	33187	36863	33360	31357	33208	37168	33219
31671	33188	36833	33198	25709	33209	31244	33220
24584	33189	36788	33199	31023	33210	28001	33369
36455	33356	31315	33200	27781	33365	27678	33221
37621	33190	37150	33361	28161	33211	31469	33222
37402	33357	36797	33201	24973	33212	27258	33223
31384	33191	31573	33202	36357	33213	37179	33224
31010	33192	36312	33203	38274	33366	25265	33225
31426	33193	31020	33362	28176	33214	36620	33226
37086	33358	37495	33204	36453	33215	28518	33227
37085	33194	31586	33363	26922	33367	31447	33228
36107	33195	31074	33205	37227	33216	27452	33229

SCHEDULE I (cont'd)

<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>
31406	33230	28441	33250	28112	33270
25611	33231	31432	33251	27960	33271
37600	33232	37033	33252	37624	33272
26670	33233	37169	33253	25106	33273
31653	33234	25560	33254	31359	33274
28327	33235	36124	33255	37331	33275
36013	33236	36044	33256	36953	33276
31648	33237	36398	33257	36311	33277
26298	33238	24314	33258	37153	33278
37627	33239	28292	33259	27629	33279
38040	33240	28049	33260	25579	33280
38172	33241	31570	33261	37005	33281
27616	33242	26046	33262	36345	33282
31255	33243	36018	33263	37285	33283
31559	33244	38360	33264	37717	33284
36426	33245	38102	33265	37435	33285
38291	33246	26537	33266	24936	33286
37680	33247	31299	33267	31479	33287
31486	33248	26497	33268	37502	33288
36941	33249	38141	33269	26893	33289

SCHEDULE II

REBUILT LOG FLAT CAR NUMBERS

<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>
228	58800	928	58808	195	58816	744	58824
112	58801	255	58809	107	58817	746	58825
590	58802	482	58810	218	58818	845	58826
933	58803	958	58811	291	58819	892	58827
693	58804	23	58812	339	58820	898	58828
226	58805	233	58813	528	58821	533	58829
203	58806	765	58814	636	58822		
409	58807	25	58815	304	58823		
89974	58830	69497	58840	69220	58850	90234	58860
73606	58831	69185	58841	82549	58851	90335	58861
86377	58832	82203	58842	73545	58852	84786	58862
69604	58833	86304	58843	84776	58853	90007	58863
73464	58834	85760	58844	87538	58854	89521	58864
86888	58835	90507	58845	69548	58855	90706	58865
90298	58836	88652	58846	488	58856	86819	58866
90466	58837	69513	58847	85567	58857	499	58867
69563	58838	84631	58848	86811	58858	87313	58868
89464	58839	73072	58849	69499	58859	73422	58869
87468	58870	968	58881				
69501	58871	850	58882				
85794	58872	73600	58883				
84575	58873	84960	58884				
88852	58874	84398	58885				
86976	58875	598	58886				
89120	58876	489	58887				
90293	58877	84385	58888				
935	58878	73329	58889				
620	58879						
426	58880						